

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.
2. As used in this Consent Judgment, (i) the term “Breckenridge Product” shall mean a drug product sold, offered for sale or distributed pursuant to Abbreviated New Drug Application No. 209330 or any supplement or amendment thereto (and defined in greater detail in the Settlement Agreement); and (ii) the term “Affiliate” shall mean, with respect to a Party, any

entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, “control” means (a) ownership, directly or through one or more intermediaries, of (i) more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than fifty percent (50%) of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership, or (b) any other arrangement whereby an entity or person has the right to elect a majority of the board of directors or equivalent governing body of a corporation or other entity or the right to direct the management and policies of a corporation or other entity.

3. Except as specifically authorized pursuant to the Settlement Agreement, Breckenridge, including any of its Affiliates, successors and assigns, is enjoined from infringing United States Patent Numbers 7,417,042, 7,737,112, and 8,207,125, on its own part or through any Affiliate, by making, having made, using, selling, offering to sell, importing or distributing the Breckenridge Product.

4. Compliance with this Consent Judgment may be enforced by Onyx and Breckenridge and their successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

5. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

6. The Complaint and all claims, counterclaims, and affirmative defenses in this action by either Onyx or Breckenridge, including Breckenridge’s counterclaims and affirmative defenses concerning unclean hands, litigation misconduct, and inequitable conduct, are hereby dismissed with prejudice without costs, disbursements or attorneys’ fees to any party.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Karen Jacobs*

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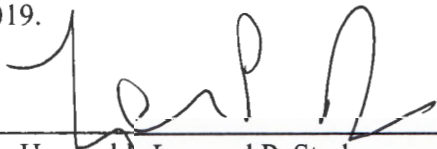
*/s/ Kelly E. Farnan*

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May 10, 2019

SO ORDERED this 14<sup>th</sup> day of May 2019.



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The Honorable Leonard P. Stark